

1 AUSTIN P. NAGEL, ESQ.
2 California State Bar #118247
3 LAW OFFICES OF AUSTIN P. NAGEL
4 111 Deerwood Road, Suite 305
5 San Ramon, California 94583
6 Telephone: (925) 855-8080
7 Facsimile: (925) 855-8090

8 Attorneys for Lessor
9 TOYOTA MOTOR CREDIT CORPORATION

10 UNITED STATES BANKRUPTCY COURT
11 SOUTHERN DISTRICT OF CALIFORNIA
12 SAN DIEGO DIVISION

13 In re

14 MELISSA CARIN MATHER BOBKA,
15 Debtor.

Case No.: 16-05437-LT

Chapter 7

16 **DECLARATION OF CHERYL NISHIMURA**
17 **IN SUPPORT OF RESPONSE TO ORDER TO**
18 **SHOW CAUSE FILED BY LESSOR TOYOTA**
19 **MOTOR CREDIT CORPORATION**

20 Date: June 8, 2017
21 Time: 10:00 a.m.
22 Location: 325 West F Street
23 Courtroom 129 (Dept. No. 3)
24 San Diego, California 92101
25 Judge: Honorable Laura B. Taylor

26 I, CHERYL NISHIMURA, hereby declare and state as follows:

27 1. I am employed by Lessor Toyota Motor Credit Corporation ("Toyota") as a
28 Senior Bankruptcy Analyst. In that capacity, I am familiar with the procedures by which the
records, letters and memoranda contained in Toyota's files are prepared and maintained.
Toyota's records, letters and memoranda referenced herein or attached hereto were made either

1 by persons with knowledge of the matters they record or from information supplied by persons
 2 with such knowledge, and are made at or about the time of the event recorded. It is Toyota's
 3 practice to maintain records, letters and memoranda in the regular course of its business. The
 4 documents contained and referenced in this declaration are business records that are prepared,
 5 produced and maintained in this above described manner. I have reviewed the documents
 6 referenced in this declaration. I make this declaration in support of Toyota's Response to Order
 7 to Show Cause (the "Response") filed in the above-captioned case. Except as otherwise
 8 specifically stated in this Declaration, the facts set forth herein are based on personal knowledge
 9 obtained from my review of Toyota's files and records relating to debtor Melissa Carin Mather
 10 Bobka ("Debtor"), and if called as a witness, I could and would be competent to testify to these
 11 facts.

12 2. On or about August 12, 2014, Debtor entered into a lease agreement (the
 13 "Lease") with Toyota with respect to a 2014 Toyota RAV 4, VIN 2T3WFREV8EW109536 (the
 14 "Vehicle"). A true and correct copy of the Lease is attached hereto as **Exhibit A**.

15 3. Since August 31, 2016 (the "Petition Date"), Debtor has made the following post-
 16 petition payments to Toyota on account of the Lease:

Payment Date	Amount Due	Payment Amount
09/12/2016	\$432.51	\$432.51
10/12/2016	\$432.51	\$432.51
11/12/2016	\$432.51	\$0.00
12/12/2016	\$432.51	\$0.00

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 22 4. On or about December 5, 2016, Debtor provided Toyota, through its business
 23 partner National Bankruptcy Services, LLC, an executed copy of the Assumption Lease
 24 Agreement dated September 16, 2016 (the "Assumption Agreement"). A true and correct copy
 25 of the Assumption Agreement is attached hereto as **Exhibit B**. The Assumption Agreement
 26 specifically provided that "[t]he terms of or the original Contract or informal agreement, if
 27 applicable, will remain as previously agreed upon." Further, the agreement provided
 28 "[e]xecution and return of this document will be considered an assumption of the lease, and

1 therefore all the original contract's obligations, pursuant to § 365 of the Bankruptcy Code.”

2 5. After execution of the Assumption Agreement, Toyota has not received any
3 payments from Debtor on account of the Lease.

4 6. As of the date of this declaration, the current balance on the Lease is \$3,843.57,
5 which includes outstanding lease payments, late fees, lease termination fee, and other fees and
6 changes which are authorized by the terms of the Lease.

7
8 I declare under penalty of perjury under the laws of the United States of America that the
9 foregoing is true and correct.

10 Executed on this 24th day of May, 2017 at Torrance, California.

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12 By: 
13 Cheryl Nishimura

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EXHIBIT A

YOUR OBLIGATIONS DURING THIS LEASE

- [illegible]

ENDING YOUR LEASE

- [illegible]

ADDITIONAL INFORMATION

- [illegible]

ARBITRATION

- [illegible]

CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 18), and become disabled, tell us right away. We will tell you where to get claim forms. Send us the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your last missed payment is due or until the insurance company pays or rejects your claim; whichever comes first. We can, however, try to collect or repossess the vehicle if you have already paid and (there is or are no others in need of it) which, when it should, we will.

[illegible]

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

EXHIBIT

A

9/16/2016 1:08:09 PM From: To: 760-720-6082(1/1)

National Bankruptcy Services, LLC

14841 Dallas Parkway, Suite 300 • Dallas, Texas 75254 • (972) 643-6600 • (972) 643-6698 (Fax)

September 16, 2016

Christopher R. Bush
Doan Law Firm
1930 S Coast Hwy Ste 206
Oceanside, Ca 92054-6466

SENT VIA:
☐ E-MAIL chrish@doanlaw.com
☐ Facsimile 760-720-6082

RE: Creditor Toyota Motor Credit Corporation
Debtor(s): Melissa Carin Mather Bobka
Case No.: 16-05437-LT7
Lease No.: V397
Our File No. 3514-N-9397
Collateral: 2014 TOYOTA RAV4, VIN: 2T3WFREV8EW109536

ASSUMPTION OF LEASE

Dear Christopher R. Bush:

Please confirm the following:

We would like to extend the offer of a Lease Assumption to your client(s). The terms of the original Contract or informal agreement, if applicable, will remain as previously agreed upon.

We have received notice of your client's desire to assume the lease Under 11 USC § 365(p)(2)(A). Please evidence the assumption of lease by executing the letter in the space provided below, or by obtaining your client(s) signature where indicated. We ask that you return this document to us via facsimile or email with an original following in the mail. Execution and return of this document will be considered an assumption of the lease, and therefore all the original contract's obligations, pursuant to §365 of the Bankruptcy Code.

If you have any questions or concerns, please do not hesitate to contact us at the number provided below.

Very truly yours,

James Parmley
Administrative Assistant
National Bankruptcy Services, LLC
Phone: (214) 860-6966
Fax: (972) 643-6698
E-mail: jparmley@nbsdefaultservices.com

Christopher R. Bush
Attorney for Debtors

Melissa Carin Mather Bobka

Melissa Carin Mather Bobka
Debtor

12/15/16

Date

Date